GENERAL TERMS AND CONDITIONS I'VELO

We, Green Revolution Association, an association registered and operating in accordance with the legislation of Romania, having its headquarters in Avrig Street no. 21-31, bl U2, sc. 1, 10th floor, ap. 43, Sector 2, Bucharest, registered in the Register of Associations and Foundations attached to the Court of Sector 2 Bucharest under no. 36 of 25.03.2009 ("AGR") we promote, in our activity, the use of ecological and economical means and transport solutions, in particular the use of the bicycle and electric scooter as an alternative means of transport by implementing and promoting the I'VELO Project ("I'Velo Project").

AGR partners, private or public legal entities that have purchased, implemented and operated bike-sharing and smart parking services using equipment, technologies and services made available by AGR under the name I'VELO or their own names ("I'Velo Partner Project").

You ("the User") can benefit from a wide range of products and services made available, promoted and operated by AGR, directly or through partners, private or public legal entities, within the I'Velo Project or I'Velo Partner Projects (collectively, the "I'Velo Services"), under the general terms and conditions specified below ("General Terms").

PLEASE READ CAREFULLY THE GENERAL TERMS AND THE PERSONAL DATA PROCESSING NOTICE BEFORE ACCESSING ANY I'VELO SERVICES. ACCESSING I'VELO SERVICES WILL BE CONSIDERED AS A FULL AND UNCONDITIONAL ACCEPTANCE OF THE GENERAL TERMS AND THE PERSONAL DATA PROCESSING NOTE.

I. Applicability of I'Velo services

- a. I'Velo services include, but are not limited to, the following:
- classic or electric bicycle and/or electric scooter rental services ("Rental Services")
 from:
 - o I'Velo Centers (the 'I'Velo Centres') or
 - o I'Velo partner centeres ("Centrele partenere I'Velo")
 - I'Velo automated stations ('I'Velo Stations');
 - o automated stations that use equipment or technologies produced by AGR but which may have similar or different names ("I'Velo partner stations");
 - virtual parking spaces for electric scooters, classic or electric smart bicycles ("Virtual Parking");
 - BBox smart bicycle and scooter parking lots ("BBox");
- classic or electric bicycle and/or electric scooter parking services ("Parking Services")
 from:
 - BBox smart bicycle and scooter parking lots ("BBox")
 or
 - smart car parks that use BBox hardware or software equipment or infrastructure ("BBox Partner Car Parks")
- and/or services related to the Rental Services:
 - o the I'Velo mobile application (the "App");

- and/or
- partner mobile application using I'Velo technology (the "Partner App");
 and/or
- the nominal I'Velo access card ("I'Velo Card"); and/or
- the nominal I'Velo partner access card ("Partner Card");
 and/or
- web page <u>www.ivelo.ro, www.ivelotm.ro</u> ("Site-ul I'Velo"); and/or
- partner website ("I'Velo Partner Site"); and/or
- telephone support services at 021.327.57.78, by e-mail at
 [ivelo@greenrevolution.ro] or from the [Help] Section of the Application
 interface ("Support Services").
- b. Access to any I'Velo or partner Service is conditioned by acceptance of the General Terms, as well as the Personal Data Processing Note, as the case may be, both in the version applicable on the date of placing the order for the respective Service. The General Terms and the Personal Data Processing Note must be approved either in the Application and/or the Partner Application, before its first use, or by e-mail by filling in the e-mail address at the I'Velo Centers owned by AGR or at the I'Velo Project Request Processing Centers for accessing the services made available by the I'Velo Project partners, and subsequently by validation by accessing the link received by e-mail.

The General Terms will form, upon your acceptance, the contract concluded between you and AGR or, as the case may be, with AGR's partners ("I'Velo Contract"). For the avoidance of doubt, the provisions of these **General Terms** and the **Personal Data Processing Note** are applicable to both services such as **I'Velo Urban**, **I'Velo Relax**, **BBox** as well as any other services offered under various names and with special characteristics by the project partners.

Conditions regarding AGR Partners

- c. AGR's services may be provided in full by it or through collaboration with other private and/or public entities (hereinafter referred to as "Partners"), as follows:
- directly, in full all Rental Services, Parking Services and Related Services;
- directly and in collaboration with other public or private entities Rental Services and Parking Services;
- indirectly certain services, such as Parking Services;
- Rental Services, if services similar to those provided by AGR are provided by Partners.
- d. AGR partners are private or public legal entities that have acquired, implemented and operated one or more "bike-sharing" Rental Services and "smart parking" Parking Services using equipment, technologies and services made available by AGR under the name I'VELO or using their own names.
- e. Legal entities under public law are usually represented by City Halls, Prefectures, Local Councils, National Companies, Local Administrations or any other legal entities or public institutions directly or indirectly controlled by the Romanian State that hold or can be considered a Public Authority.

- f. Private law legal entities can be any privately owned companies that have acquired, implemented and operated one or more "bike-sharing" Rental Services and "smart parking" Parking Services using equipment, technologies and services made available by AGR under the name I'VELO or using their own names.
- g. In this situation, the Rental Services and Parking Services are partially or fully provided by AGR's partners using the infrastructure and equipment developed by AGR, but without involving AGR's activity and responsibility. In these cases, the Rental Services and Parking Services will not be considered AGR services and will not fall under these Terms and Conditions.
- h. In the case of the provision of AGR services through collaboration with legal entities under public law, their terms and conditions of use will sometimes or fully be applicable, if they exist, sometimes involving additional costs and rules.
- i. If the Partners have purchased, implemented and operate Bike-sharing and smart parking Services, AGR will only provide the Services Related to the Rental Services, namely the provision, operation, maintenance of I'Velo applications, nominal access cards, web pages and telephone assistance services, its responsibility being limited only to these.
- j. In these situations, AGR does not assume responsibility for the way in which the Partners choose the Rental Services and the Parking Services to be made available to the User, for the availability of third parties in relation to the User's needs, as well as for their mobility/support/timetable.
- k. AGR shall not be liable in any way and to no extent for the damages suffered by the User as a result of the use of the Rental Services and the Parking Services made available by Public Persons under Public Law, as well as in relation to the damages caused to the User by activities or deficiencies such as, but not limited to, mismanagement, delays, equipment condition, faulty communication of collaborators or third-party suppliers.
- l. AGR is also not liable for damages caused by the User to their partners or third-party suppliers.
- m. AGR cannot be held liable in any way for the direct or indirect management of the centers/stations/equipment, as well as for their organization, administration, control in situations where the Rental Services and the Parking Services are provided by the Partners.
- n. We draw your attention to the fact that obtaining the necessary approvals and documentation for the proper functioning of the Partners' Centers/Stations/Services is their responsibility, AGR being in no way bound by such obligations and not being liable for their absence.
- o. The partners are directly responsible for the quality of the services, the operating regulations, the technical conditions, as well as the relations between them and the User, the way of pricing and collecting the value of the services offered, without AGR being in any way bound by them.
- p. AGR will not be held and will not be responsible in any way for the maintenance and maintenance services of the equipment, as well as for their hygiene and proper functioning.

- q. AGR will not be held liable for any of the situations in which the User, relying on AGR's mode of operation and functioning, would find differences between them and the Partners' mode of operation and functioning, which would lead to possible inconvenience or damages.
- r. Any complaint whose cause is based on the fact of collaborators or third-party suppliers shall be addressed directly to them.

II. User account

A. User account

a) In order to access information related to the I'Velo Services, Users must create and validate a user account. This account is made based on a valid email address. This provision applies specifically to accessing personal information used, collected or provided by I'Velo or the Users' project partners. The general information of the I'Velo Services or partner services can be freely consulted on the I'Velo Website, on the I'Velo partner websites or on the associated pages of social networks.

The email address can be provided as follows:

- On the computers made available in the I'Velo Centers;
- On the computers made available in the I'Velo Partner Centers;
- On the account registration page in the App;
- On the account registration page of the I'Velo Partner App; On the account registration page of the I'Velo Website;
- On the account registration page of the I'Velo Partner Sites;
- b) The user can also choose to register via the Facebook app, in which case the information provided by Facebook is used.
- c) Users of IOS systems can also choose to register through the Apple ID functionality, in which case the information provided by Apple is used.
- d) The user must also establish an access password, except in cases of using the Facebook account or the Apple ID functionality, in which case the conditions imposed by Facebook and Apple apply.

The validation of the e-mail address is done as follows:

- e) A unique code is sent to the email address provided by the User, a code that must be entered by the User in the Application or on the I'Velo Website or in the partner applications or websites.
- f) The user account becomes active after the email address is validated.
- g) If you use your Facebook account as a registration method or Apple ID, you will no longer need to validate your email address.

III. User status

A. User status

- a) In order to use any of the I'Velo or partner Services, it is necessary to acquire the User Status. The User status requires, in addition to creating and activating a user account, the provision of personal identity data, telephone number and, in certain cases also for certain I'Velo Services or partner services, including the addition and registration of a payment method, as well as some validation measures.
- b) Persons who have used the I'Velo Services in the last 2 years, making at least one rental, unless they have expressly requested the deletion of their data from the database, already have User Status. However, due to legislative changes as well as changes in the types of I'Velo Services offered by the Green Revolution Association, certain identity validation steps may be necessary. In certain situations, the User Status will have to be reconfirmed in order to use the partner I'Velo Services.
- c) The User Account is nominal and cannot be transferred to other people.
- d) The User status will be maintained for the duration of storage of the personal data collected for the I'Velo Services. Further details on the storage period and rights are available in the Personal Data Processing Notice.
- e) As a User, you can access your own unique nominal User account at any time in the App or in the [My Account] Section of the I'Velo Website or partner sites.
- f) You are obliged to use correct, complete and accurate identification data for the registration of the User Account and to obtain the User Status and to update this data by requesting the editing of your data through the Support Services, whenever necessary (e.g. when obtaining a new identity card, when changing the e-mail address, Facebook account address or telephone number, etc.).
- g) Failure to take steps to update the data may result in the suspension of your User Account, in accordance with point 15 below [Suspension of the User Account],
- h) The use of identification data that is incorrect, incomplete, inaccurate, outdated or likely to mislead in any way entails the partial or total limitation of your access to the I'Velo and partner Services and/or, as the case may be, your liability for any direct or indirect damages that may be suffered in any way by AGR or the administrators of the partner services, by any of their employees, partners or collaborators.
- AGR and/or its partners reserve the right to verify the accuracy of the identification or contact data provided by you at any time, including by collecting additional personal data (e.g. for the purpose of confirming your identity or in order to grant access to certain I'Velo Services or partner services, without limitation thereto).
- j) Changing any of the circumstances considered during the verification (e.g. changing your identity card, email address or phone number) may result in the verification process being resumed and, possibly, result in the suspension of your User Account, in accordance with paragraph 15 below [Suspension of the User Account], until the verification is performed,
- k) In case of any difficulties encountered in the verification process or the finding of any inconsistencies, AGR and/or partners reserve the right to partially or totally limit your access to the Application and partner applications and/or to any of the I'Velo Services or partner services.
- (i) The provision of personal data can be done as follows:

Identity data

- a) by presenting at any of the I'Velo Centers or Partner Centers a document containing the identity data. The accepted documents are identity card or passport.
- b) by using the functionalities of the Application that allow photographing the identity document, as well as taking a self-portrait photo (selfie) with the identity document in hand and sending these two photos to the Call Center operators. We mention that only Romanian identity cards can be accepted. Temporary IDs, driving licenses, passports,

- residence permits, diplomatic documents or any other such documents with or without a temporary nature will not be accepted
- c) exclusively for subscribers of the mobile telephony service operated by Orange Romania SA, by entering in the Application your own telephone number in the Orange network, provided that it is of the subscription type (post-pay) concluded in your name and is active. In this case, a subscription confirmation code and number confirmation code will be sent via SMS. For the avoidance of doubt, the validation code will not be sent for subscriptions concluded by third parties (e.g. employer) for your benefit. Please note that, even in the case of providing the telephone number from the Orange network (in compliance with the above conditions), in order to acquire the status of User, you will have to manually enter certain correct and complete identification data (e.g. name, surname) in the Application.
- d) In addition, we inform you that, in case of loss of Orange Romania SA subscriber status for any reason (e.g. porting to another mobile network, switching to prepay cards), you will no longer be able to access the I'Velo Services until you confirm your identity by one of the other means described above.
- e) for subscribers of other mobile telephony services, banking services, etc., with which there are collaboration protocols and mechanisms for automatic verification of customers' identity, simplified measures for identity validation and allowing access to I'Velo services will be available. The validation method as well as the legal conditions will be explained in the I'Velo Application or Website or partner applications and websites.

Phone number data

- f) by communicating the telephone number to the operators of the I'Velo Centers or Partner Centers:
- g) by using the functionalities of the I'Velo Application or Website or partner applications and websites, which allow the entry of the telephone number in the database;
- h) by providing the telephone number from the Orange network according to point 1 above:
- i) by providing the telephone number associated with other public services according to point 1 above;

Payment method registration data

- j) by entering your bank card details. They are accepted only in the Application or on the I'Velo Website or partner application or sites using the functionalities specially created. We mention that only bank cards issued by banking institutions in Romania can be accepted.
- (ii) The validation of personal data is carried out as follows:

Identity

- The operators of the I'Velo Centers or partner centers will scan or, as the case may be, manually enter the data provided in the database.
- a) The operators validate the data and the fact that the rightful holder of the identity document is the person who presented the document.
- b) The Call Center operators will enter or validate the data provided by the User through the Application or Partner Application and will confirm the identity of the applicant based on the self-portrait photo.

- c) Orange Romania SA verifies and confirms the quality of Orange Romania SA subscriber for the phone numbers entered by the persons who choose to provide data by entering their own phone number in the Application.
- d) Partner companies and service providers verify and confirm the customer status of the persons who have identified themselves based on the requested data
- e) In the following specific cases, but not limited to these, the operators of the I'Velo Centers, Partner Centers or the Call Centre, may refuse to register the data:
 - a. The quality of the documents presented or of the photographs taken does not allow the correct reading of the information.
 - b. The person applying for registration is not the rightful holder of the identity document.

Phone number

k) A unique validation code will be automatically generated and transmitted to the telephone number indicated by the User. This code will need to be entered on the I'Velo Website, in the App or on partner websites and apps to validate the phone number.

Payment method

- When inserting the bank card, in compliance with the legal procedures in force, the User will be asked to make a payment in the amount of 1 RON, necessary for the validation of the card and the applicant's right to use this card. The amount will be refunded after the card has been validated.
- (iii) Deletion of personal data

The deletion of personal data is done in 3 steps, as follows:

- a) The user can request the deletion of personal data by accessing the option defined in the mobile application, in the My Account section
- b) The user is informed that the request is being processed and that more instructions will be received on the email address associated with the account.
- c) The user receives an email describing the immediate effects of continuing the data deletion process and a link confirming the continuation of the process.
- d) By accessing the link, all the personal information of the person who called this service is deleted
- e) All information regarding the trips and payments made by the user will be anonymized, keeping only statistical data relevant to establishing the degree of use of the system
- f) The user's access to the I'Velo services will be restricted and in order to access them it will be necessary to repeat the registration process
- g) Any subscription or ticket purchased will be invalidated, and there is no possibility of refunding the amounts or services not consumed
- h) By accessing the link sent in the email, the user is also directed to the project's web page where he can explain the reasons for the cancellation of services and the request to delete the data and confirm the decision to delete the data.
- i) The user will not be approved for the request to delete personal data in the event that he/she has an active lease, has outstanding payment amounts or there is a serious violation of this contract, a violation that has led to the suspension by

- AGR or partners of the user's right to have access to the services for a limited/unlimited period of time.
- j) The user will be informed about the refusal to delete personal data
- k) The user has the possibility to request additional information by accessing the Call Center service
- After payment of arrears or any other amounts due as a result of the use of I'Velo or partner services or the need to cover damages caused, the User may request the deletion of personal data.

(iv) Costs

- a) The Rental Services may be made available free of charge and/or for a fee, depending on the decision of AGR or its partners, taking into account that in certain cases, due to the fact that the services have been implemented by public authorities, by accessing European funds, it is not allowed to charge Users. The services can be offered, within promotional campaigns, marketing or sales campaigns at promotional prices. All this information will be presented in the Application or partner applications as well as on the website of the project or partner sites as well as on the social media pages associated with these projects. The prices below are those applied to the I'Velo Project and are a recommendation for the project partners, who have the right to establish their own pricing grid:
 - monthly subscription, with an unlimited number of bicycles uses during the validity period, with an unlimited number of parking of their own bicycles during the validity period, in the BBOX locations that displayed the message "Free parking for IVORE subscribers" 49 lei;
 - quarterly subscription (3 months), with an unlimited number of bicycles uses during the validity period, with an unlimited number of parking of their own bicycles during the validity period, in the BBOX locations that displayed the message "Free parking for IVOLO subscribers" – 125 lei;
 - half-yearly subscription (6 months), with an unlimited number of bicycles uses during the validity period, with an unlimited number of parking of their own bicycles during the validity period, in the BBOX locations that displayed the message "Free parking for IVORE subscribers" – 199 lei;
 - o **annual subscription**, with an unlimited number of bicycle uses during the validity period, with an unlimited number of parking of their own bicycles during the validity period, in the BBOX locations that displayed the message "Free parking for IVORE subscribers" **249 lei**;
 - monthly subscription, with an unlimited number of parking space rentals in BBOX locations – 1 leu;
 - "One pass" single ticket that allows you to rent a single bicycle for a maximum period of 2 hours or to park your own bicycle for a period of 24 hours – 25 lei;
 - "Pay per Use" payment system applicable to the Rental Services of electric scooters and bicycles, when actually accessing a single Rental Service for a scooter or electric bicycle, the final costs being variable depending on the duration of use of the Rental Service for electric scooters 1 leu tariff for the first 15 minutes of use and 0.66 lei/minute of use applicable after the first 15 minutes.

- "Pay per Use" payment system applicable to users who do not have a purchased subscription but wish to use the parking services of their own bicycles/scooters, when actually accessing the BBOX parking service, for their own bicycles/scooters, in BBOX locations that have displayed the message "Free parking for IVOLO subscribers", the relevant costs being variable depending on the duration of use of the parking service 1 leu initial rate and 0.5 lei / hour of parking.
- b) In addition to the above costs, any other associated costs will be added (e.g. any late penalties due to exceeding the term of use, any fees for taking over by AGR or partners of classic, smart or electric bicycles and/or electric scooters), plus all applicable taxes, if applicable.
- c) Users are also responsible for bearing the costs of repair, repair or replacement in the event of damage, destruction or damage of any kind arising from the use of any I'Velo Services, exceeding normal wear and tear ("Damages"). The damages, together with the other categories of costs described in this letter (a) will be hereinafter referred to as "Costs".
- d) detailed description of the Damages is presented in Annexes no. 1 and no. 2 to this document and are also available in electronic format on the I'Velo Website and partner websites.
- e) The I'Velo access card is available for a cost of 10 lei
- f) I'Velo partner access cards can be made available for a different cost or free of charge, these decisions belong to the project partners;
- g) The costs paid are final and cannot be refunded, unless AGR or partners decide otherwise.
- h) The costs will be paid by any of the following payment methods:
 - by direct debit from the card associated with the User Account within the legally established limits
 - by paying directly at I'Velo or partner Centers, in cash or using a bank card
- i) The I'Velo Application and Website, as well as the partner ones, are made available to Users free of charge.
- j) However, certain costs may be borne by the Users, without limitation, in relation to the traffic data transferred for the download and use of the Application and the use of the I'Velo and partner websites, both on the territory of Romania and outside Romania.
- k) For bike-sharing or bicycle parking services offered by Ivelo partners, different conditions/rates of use of the services will apply. These will be established by the project administrators/partners and apply exclusively to the services offered by them. Information on these rates can be obtained by accessing the following links:
 - o The Team of Thes
 - o Bike-sharing Corabia
 - o Bike-sharing Braşov
 - Bike-sharing AIUD
 - o BBOX Team
 - BBOX Craiova
 - o BBOX District 2 City Hall
 - o BBOX District 3 City Hall
- IV. Rental of classic, smart or electric bicycles and/or electric scooters

A. Rental services – general provisions

- a) Users can benefit from Rental Services both free of charge and as a result of the purchase of subscriptions or One Pass services, or by using Pay per Use services. The right to free use or purchase of subscriptions or vouchers can be obtained/achieved at rental centers, online using the I'Velo mobile application or partner applications or based on campaigns carried out in partnership with a provider of public or private solutions and services. The use of pay-per-use services can only be done through the mobile application.
- b) Users can opt for:
 - a. Subscriptions with a validity period:
 - i. monthly, valid for a period of 30 days, from the date selected by the User;
 - ii. quarterly, valid for a period of 90 days, from the date selected by the User;
 - iii. for a period of 180 days, from the date selected by the User; or
 - iv. valid for a period of 365 days from the date selected by the User.
 - b. permits One Pass:
 - i. Valid for two hours of renting a classic or smart bike. It will be activated at the time of renting the bike.
 - ii. Valid for 24 hours of renting a parking space for your own bicycle in a secure parking lot. It will be activated at the time of occupying the chosen parking space.
 - c. Pay per Use payment service
 - i. valid for the rental time of a classic or electric bicycle, electric scooter or a parking space. It will be activated at the time of renting the means of transport or the parking space.
- c) Users cannot accumulate, for the same period, several types of active subscriptions. Purchased subscriptions cannot be changed. At the same time, the value of unused subscriptions cannot be requested, regardless of the reason.
- d) Users who have the right to use one or more services offered free of charge by AGR partners cannot benefit from the same conditions when accessing services that are offered for a fee, even if the services are similar or use the same infrastructure. It is the client's responsibility to check the conditions of use of the Services and the costs related to the services accessed.
- e) AGR and partners reserve the right to modify the above offer at any time under the conditions stipulated in these General Terms.
- f) In the [My Subscription] section of the User Account, the general data regarding the validity period of the One Pass or Pay per Use subscriptions or passes held, the Rental Services accessible or accessed, other costs associated with the subscriptions or passes held, accessed or available, as well as the rights and obligations of the Users related to each type of I'Velo Service can be consulted at any time.
- g) Over the course of a year, certain services or terms of use granted through the mobile application may change or be unavailable.

B. Pick-up and return of bicycles/scooters – general provisions

a) Bicycles/scooters can be rented and returned from any I'Velo Center, from I'Velo Stations or partners, in the virtual parking lots indicated in the mobile application, to the extent of their availability and operating hours. The rental is conditioned by the acquisition of User Status, the use of the Application or a Membership Card, the presentation of an identity document and the existence of a service (subscription, One Pass) previously purchased.

- b) The conditions for taking over the bicycle/scooter, the rights and obligations that apply at the time of rental are those displayed on the I'Velo Website, App or at the I'Velo or partner Centers. Users must ensure that they have a clear understanding of the obligations and rights that apply to them at the time of using the service.
- c) For any doubts, additional information may be requested from the operators of the I'Velo Centers or partners, as well as from the operators of the Call Center.
- d) As a general rule, users can rent one bike/scooter and exceptionally two to four bikes/scooters.
- e) Users who have the quality of legal representatives/persons who at a certain time exercise supervision of minors under the age of 14 can rent classic, smart or electric bicycles and scooters for personal use and classic bicycles for those minors. However, they remain fully responsible for the respective minors during the period of benefit from the Rental Services.
- f) Responsibility for the minor (i) shall include but not be limited to the responsibility for instructing the minor(s) on the use of bicycles, the use of protective equipment and, in general, the continuous supervision of the minor(s) and bicycles throughout the period of use of the I'Velo or partner services. The possibility of benefiting from Rental Services for minors under 14 years of age is limited to the provision of a maximum of 3 (three) bicycles or 1 scooter and two bicycles, of which one bicycle or scooter for the User's own use and 2 (two) bicycles for the use of two minors for which the User assumes responsibility. According to the regulations in force, minors under 14 years of age are not allowed to ride the bicycle on public roads, in this sense they are not allowed to ride it outside the perimeter of the park where or near the I'Velo Center or partner centers are located and from where the bicycle was picked up. AGR or its partners will not be held liable under any circumstances and for any consequences, of any nature, caused by the use of bicycles by minors under 14 years of age (inside or outside the park).
- g) Users who do not have the quality of legal representatives but wish to rent bicycles/scooters for close people, family members or friends, can rent classic, smart or electric bicycles and scooters provided that they assume responsibility for all rented equipment, not just those rented for personal use.
- h) Responsibility for close persons shall be understood including, but not limited to, the responsibility for instructing persons on the use of bicycles, the use of protective equipment and, in general, the continuous supervision of persons and bicycles throughout the period of use of the I'Velo or partner Services. AGR or its partners will not be held liable under any circumstances and for any consequences, of any nature, caused by the use of the bicycle by their persons or relatives.
- i) Bicycle rental for minors under 14 years of age will be done exclusively from I'Velo Centers or partner centers. **Smart bicycles, bicycles or electric scooters cannot be rented for minors.**
- j) Due to the different technical specifications, bicycles picked up from I'Velo Centers or partner bikes will only be able to be returned to I'Velo Centers or partners within the same city/municipality. Similarly, bicycles picked up from I'Velo or partner stations will only be able to be returned within the same city/municipality. The return of bicycles to I'Velo or partner centers must be made considering the opening hours of these centers. It is the sole responsibility of the Users to inform themselves in advance about the opening hours of the Centers and to take the necessary measures to return the bicycles in a timely manner, under penalty of bearing the late fee and/or other sanctions/penalties provided for in the General Terms and Conditions.
- k) The return of bicycles to I'Velo or partner stations will be done only in functional stations, with free docks. It is the sole responsibility of the Users to inform themselves in advance about the free docks and to take the necessary measures to return the bicycles in a timely manner, under penalty of bearing the late fee and/or the other sanctions/penalties provided for in the General Terms and Conditions.

- In exceptional cases, when there is no free slot that allows the bicycle or scooter to dock in an I'Velo Station, smart bicycles can be parked in the vicinity of I'Velo Stations if there is a virtual parking lot delimited.
- m) The availability of electric bicycles and scooters as well as classic or smart bicycles may be determined or influenced by weather conditions, technical limitations of the products or by a series of legal provisions or local provisions that could regulate traffic, opening hours, conditions of use, permitted areas, etc.
- n) The degree of charge of the battery of the electrical equipment allows the estimated determination of the distance, expressed in kilometers, that you can travel with the respective bicycle/electric scooter. This estimate will be displayed in the Application interface. However, this estimate is purely indicative, varying concretely depending on factors such as travel speed, User's weight, temperature, elevation of the land, state of the infrastructure, without being limited to these.
- o) The rental of smart or electrical equipment can only be done by using the Mobile Application. The bicycles or electric scooters available for rent will be displayed in the App interface, depending on the degree of battery charge.
- p) Information regarding the availability of the Rental Services will be presented on the I'Velo Website, in the Application, at the I'Velo Centers and/or partner centers.
- C. Use of the App to pick up and return bicycles and scooters
 - a. Pick-up and return of the bike/scooter (de) at I'Velo Centers or partners

Taking over the bicycle and scooter

- a) Users will be able to access the Rental Services using the App provided that they have a valid One Pass subscription or pass on the date of pick-up of any bicycle/scooter from the Rental Centers.
- b) Effective access to the Rental Services for an electric bicycle/scooter through the App is subject to the fulfillment of the conditions to benefit from the Rental Services through the App and involves:
 - (i) registration of a bank card that allows the payment of the services charged in the pay per use system,
 - (ii) checking the number of bicycles/electric scooters available by accessing the icon of the respective Center. In the interface of the Application, updated information about the available bicycles/electric scooters will be displayed in the following format: battery charge rate, scooter number and dock number.
- c) The application allows the User to start a rental by simply scanning the barcode stuck on the frame of the chosen bicycle/scooter. On the App screen you will be shown the notification that the rental has been approved, has started, the time has elapsed, the time available, the costs related to the ride and the bike number. The user presents the information on the screen of the application to an operator in the Center before actually picking up the bicycle.
- d) If, for technical reasons, the barcode cannot be scanned, the User has the possibility to manually enter the bicycle/scooter number in the application. In this case, for system safety reasons, taking the GPS position of the phone may be requested.
- e) If the User is unable or does not have the right to make this rental, an explanatory message will be presented on the screen of the Application. The user can request the support of the operators of the Centers.
- f) The rental of electric and smart bicycles can only be done by using the Mobile Application.
- g) Renting bicycles/electric scooters for minors under 18 years of age is strictly prohibited. Electric bikes/scooters can reach speeds of up to 25 km/h. They are equipped with

braking systems located on the handlebars of the bicycle/electric scooter, as well as the emergency brake (i.e. it will be used by pressing the rear fender of the electric scooter with your foot).

Returning the bike/scooter

- a) The return of classic bicycles is completed only when a Center operator scans the barcode on the rented bicycle/scooter. In the case of smart bicycles and electric bicycles and scooters, the return is made by manually closing the smart wheel locking mechanisms or by electronically locking the bicycle/scooter motor in the virtual parking lots specially indicated in the vicinity of the centers.
- b) The user can return the bicycle/scooter within 10 minutes of pick-up to any of the I'Velo or partner Centers, in order to change it, whenever he/she encounters difficulties in using the bicycle/scooter, caused by its configuration, as well as if he/she finds any defects, malfunctions or pre-existing damages, in which case he/she will benefit from resetting the time of use. When changing the bicycle/scooter, the User will mention the type of fault identified.
- c) The exchange of classic bicycles will be done with the help of the operator in the Center, who will take over the defective bicycle/scooter and assign another bicycle/scooter to the User. For the avoidance of doubt, the change of the bicycle/scooter under these conditions will not apply in case of malfunctions caused by the User. In the case of smart bicycles, bicycles and electric scooters, the change is made by scanning the next bicycle, not requiring the intervention of an operator.
 - b. Pick-up and return of the bike/scooter (de) at I'Velo or partner stations

Bicycle/scooter pick-up

- a) The User will be able to access the Rental Services using the App provided that they have a subscription, a valid One Pass on the date of pick-up of any classic or smart bicycle from the I'Velo or partner stations.
- b) The effective access to the Rental Services for a bicycle/electric scooter through the Application is conditioned by the fulfillment of the conditions to benefit from the Rental Services through the Application and involves:
 - (i) registration of a bank card that allows the payment of the services charged in the pay per use system,
 - (ii) checking the number of bicycles/electric scooters available by accessing the icon of the respective Station. In the interface of the Application, updated information about the available bicycles/electric scooters will be displayed in the following format: battery charge rate, scooter number and dock number.
- c) Access to bicycles/electric scooters is done only in pay-per-use system, the user being required to have a registered bank card
- d) The mobile application allows the person with User status to start a rental by scanning the QR code stuck on the frame of the bike/scooter or on the automated station, next to the dock where the bike is locked. On the App screen you will be shown the notification that the rental has been approved, has started, the time has elapsed, the time available, the costs related to the ride and the bike number. The user will watch for the automated station to signal the unlock of the locks and then can remove the bike/scooter.
- e) The time required to release and activate the bike/scooter can vary from 5 to 20 seconds depending on the speed of data communication. For a good use of the system, it is recommended to wait for the bicycle/scooter to be unlocked from the station, unlocking signaled by the flashing green light emitted by the station, and only then to

- extract it from the related dock. Attempting premature extraction can lead to the bike/scooter getting stuck in the dock and the need to repeat the process.
- f) If you no longer want to pick up your bike/scooter, even though you have started the pick-up process, it will have to be picked up from the docking post and returned by reinserting it into the docking post.
- g) If, for technical reasons, the QR code cannot be scanned, the User has the possibility to manually enter the number of the bicycle/scooter and the number of the dock in which it is locked in the Application. In this case, for system safety reasons, taking the GPS position of the phone may be requested.
- h) If the User is unable or does not have the right to make this rental, an explanatory message will be presented on the screen of the Application. The user can request the support of the Call Center operators.

Returning the bike/scooter

- a) The return of a bicycle/scooter and the end of a rental session is done by placing the bicycle/scooter in a free and functional dock. The docking is illuminated by the station LEDs and by a message displayed in the User Application interface.
- b) In the case of electric bicycles, they will only be able to be returned to the specially indicated docks that allow the battery to be automatically charged. In the case of smart bicycles, it is also possible to request manual locking of the rear wheel locking system.
- c) If, after the return, for any reason the message closing the rental session is not displayed in the interface of the User Application, the User has the possibility to manually stop the ride from the Application, by pressing the [Stop] button and scanning the QR code positioned above the docking post where he returned the classic bicycle or electric bicycle/scooter.
- d) It is mandatory to return any bicycle/electric scooter when the battery charge reaches a critical level, and the scooter indicates a maximum range of 5 km. For this reason, you are obliged to continuously estimate the distance remaining to the next Station, I'Velo center or partners and you are solely responsible for ensuring that at all times the battery level ensures travel to a drop-off point.
- e) In any case, the motor of any bicycle/electric scooter will be blocked if the battery charge level reaches 5% or if the bicycle/scooter exceeds the territorial limit expressly indicated by AGR or partners with the obligation for you to return the bicycle/scooter immediately. In case of blockage of the motor of the bicycle/electric scooter, you will have to transport it, at your own expense, with the help of a vehicle to the nearest drop-off point. Alternatively, you can also request that the I'Velo staff or the partners' staff take over the electric bicycle/scooter, by accessing the Assistance Services, provided that an additional fee is paid.
- f) When returning the bicycle/scooter, the Costs related to the use will be displayed in the Application interface.
- g) Upon detecting a quick return, the User will report, in the interface of the Mobile Application, the finding of a malfunction, the change of the bicycle/scooter or the renunciation of the use of the Rental Service. For the avoidance of doubt, the change will not apply in case of malfunctions caused by the User.
- h) Attempted fraud by deliberately improperly placing the bicycle/scooter in the dock of the station, by providing false information or by negligence does not restrict the User's liability, even if any theft or damage was caused by unknown persons. In order to eliminate these situations, AGR and partners can record and use video images taken from I'Velo Stations or partners, electronic monitoring and detection systems of the activities carried out in I'Velo/partner Stations and their proximity. At the same time, considering the opening hours, the User may request the support of the service staff or operators in the Call Center.

Extending the period of use of bicycles

Bicycles picked up on a monthly/quarterly/half-yearly/annual subscription

- a) The user can request at any time, within a maximum of 120 minutes from renting the classic or smart bicycle, the extension of the period of use. Electric bicycles cannot be rented on a subscription basis, the use being charged according to the recorded time of use.
- b) The extension is free of charge and can be carried out, for successive intervals of maximum 120 minutes each, using the [Extra time] button in the Application for users who have subscriptions. The user will be obliged to scan the QR-code or barcode on the bicycle to confirm that the bicycle is in their possession and is using it. The number of requests is unlimited as long as the new request is made within a maximum of 120 minutes from the last rental.
- c) If the User does not request the extension of the rental time and does not return the bike, additional costs will be applied (i.e. late fee) after the expiration of the first 120 minutes of use. In this case, the extension of the rental time can no longer be requested, and the User will be notified to hand over the bike as soon as possible.
- d) For the avoidance of doubt, in case of taking a classic or smart bicycle from the I'Velo Centers or partners, the number of successive rentals is objectively limited by the obligation to comply with the operating hours of the Centers because it is not possible to return it without the support of an operator. It is the sole responsibility of the Users to inform themselves in advance about the opening hours of the I'Velo Centers and the partner centers and to take the necessary measures to return the bicycles in a timely manner, under penalty of bearing the late fee and/or the other sanctions/penalties provided for in the General Terms and Conditions.
- e) The return of the bicycle, provided that the extension of the period of use has been carried out correctly, according to the above-mentioned, does not involve any additional costs for the User (except in situations where Damages have been caused). For smart bicycles, drop-off can also be done outside of working hours provided that the indicated virtual parking areas and the indicated return methods are available and respected.
- f) In the case of services offered by I'Velo partners, this option may not be available or may have other values. The user must consult the information displayed on the application screen at the time of the start of the rental every time the user accesses the rental services.

Bicycles taken over through ONE PASS

- g) The user can extend the period of use by purchasing a new One Pass before the expiration of the initial maximum interval. The number of such successive purchases of One Pass passes is unlimited.
- h) In case of a malfunction or impossibility to bring the bicycle in due time, the User may request the bicycle to be taken over by AGR staff or partners through the Support Services, provided that an additional fee is detailed in the content of Annex no. 1.
- i) For the avoidance of doubt, in case of taking a classic or smart bicycle from the I'Velo Centers or partners, the number of successive rentals is objectively limited by the obligation to comply with the operating hours of the Centers because it is not possible to return it without the support of an operator. It is the sole responsibility of the Users to inform themselves in advance about the opening hours of the I'Velo Centers and the partner centers and to take the necessary measures to return the bicycles in a timely manner, under penalty of bearing the late fee and/or the other sanctions/penalties provided for in the General Terms and Conditions. For smart bicycles, delivery can also be done outside working hours provided that the indicated virtual parking areas and the indicated return methods are available and respected

c. Pick-up and return of the electric bicycle (de) at the I'Velo Virtual Stations or partners

Taking over the electric bike

- i) The User will be able to access the Electric Bicycle Rental Services using the Mobile Application in any of the I'Velo or partner virtual parking lots.
- j) Effective access to the Rental Services for an electric bicycle through the App is subject to the fulfillment of the conditions to benefit from the Rental Services through the App and involves:
 - (i) registration of a bank card that allows the payment of the services charged in the pay per use system,
 - (ii) check the number of electric bikes available by clicking on the icon of those bikes. In the interface of the Application, updated information about the electric bicycles available in the following format will be displayed: battery charge, estimated autonomy in km, bicycle number and virtual parking name.
- k) The access of electric bicycles is done only in the pay-per-use system, the user being obliged to have a registered bank card
- l) The mobile application allows the person with User status to start a rental by scanning the QR code stuck on the frame of the electric bike. On the App screen you will be shown the notification that the rental has been approved, has started, the time has elapsed, the time available, the costs related to the ride and the bike number.
- m) The time it takes to activate the electric bike can vary from 5 to 20 seconds depending on the data communication speed. For good use of the system, it is recommended to wait for the bicycle display to be activated, the headlight light to turn on and the rear wheel immobilizer to be unlocked.
- n) If the bicycle has the rear wheel locked with the help of the bicycle immobilization system, the user has the obligation to remove the metal pin and fix it in the special slot mounted on the bicycle
- o) If the User no longer wants to pick up the bike, although the pick-up process has started, he/she will have to scan the QR code related to the bike to stop the ride.
- p) If the User is unable or does not have the right to make this rental, an explanatory message will be presented on the screen of the Application. The user can request the support of the Call Center operators.

Temporary Shutdown

- a) If a User wishes to make a short stop outside the designated parking areas, he/she has the obligation to immobilize the bicycle with the help of the rear wheel locking system. In this situation, it is mandatory that the bicycle is secured by an element of urban furniture (pole, rack, bench, fence, etc.)
- b) When resuming the journey, the User must scan the QR code and unlock the rear wheel by removing the metal pin and positioning it in the slot mounted on the bicycle.

Returning the electric bike

- c) The return of an electric bicycle and the conclusion of a rental session is done by scanning the QR code related to the bicycle in a virtual parking lot signaled on the screen of the mobile application.
- d) If a message appears indicating that the bicycle is not inside a virtual parking lot, the User must move the bicycle to the middle of the virtual parking lot in which it is, thus

- eliminating possible geo-location errors given the accuracy of the GPS signal retrieval of the User's phone.
- e) In order to increase the safety of the bicycle, the User has the obligation to immobilize the bicycle by inserting the metal pin into the rear red locking system. In the case of bicycle racks, it is advisable that the bicycle be secured by the rack.
- f) It is mandatory to return any electric bike when the battery charge reaches a critical level and the bike indicates a maximum range of 10 km. For this reason, you have the obligation to continuously estimate the distance remaining until the next I'Velo or partner virtual car park.
- g) In any case, the motor of any electric bicycle will be blocked if the battery charge level reaches 5% or if the bicycle exceeds the territorial limit expressly indicated by the AGR or partners with the obligation for you to return the bicycle immediately.
- h) In the event of a blockage of the motor of the electric bicycle, you will have to transport it, at your own expense, with the help of a vehicle to the nearest drop-off point. Alternatively, you can also request that the I'Velo staff or the partners' staff take over the electric bicycle, by accessing the Assistance Services, provided that an additional fee is paid.
- i) When returning the bicycle, the Costs related to the use will be displayed in the Application interface.
- j) Upon detecting a quick return, the User will report, in the interface of the Mobile Application, the finding of a malfunction, the change of the bicycle or the renunciation of the use of the Rental Service. For the avoidance of doubt, the change will not apply in case of malfunctions caused by the User.
- k) Attempting to defraud by providing false or negligent information does not restrict the User's liability, even if any theft or damage was caused by unknown persons.

D. Using the I'Velo Card to pick up Bicycles

- a. Pick-up and return of a classic bicycle (de) at I'Velo Stations and Centers or partner ones
- a) You will be able to access the Rental Services using the I'Velo Card or partner cards provided that you have a valid subscription on the date of pick-up of any classic bicycle from the I'Velo Stations, I'Velo Centers or partner stations and centers.
- b) Depending on the particular usage policies implemented by I'Velo partners, in certain situations, the use of the services will be free of charge and will be granted implicitly when issuing and granting a user card.
- c) In order to pick up a classic bicycle from one of the I'Velo Centers or partner centers based on the I'Velo Card or partner cards, it is necessary to present the card to an operator in the Client Service area. The cardholder must also have a service, such as a subscription or One Pass ticket, purchased or allocated and active attached to the card presented. The operator will scan the Card and, after inserting the Card PIN on the operator's terminal, will scan a bicycle. After completing these procedures, the User will be able to take over the respective bicycle.
- d) The bicycle is returned by scanning by an operator from the I'Velo Rental Centers or partners.
- e) In the event that the centers will be equipped with automated docks, the user can pick up a bicycle by scanning the user card with the help of the card reader mounted on the main pole of the bike-sharing station, entering the security PIN and indicating the number of the dock from which he wants to extract a bicycle.

Extending the period of use of bicycles

a. For Card users, the extension of the time of use will be made by returning the classic/smart bicycle rented to a Center, within 120 minutes from the initial pick-up and requesting the extension of an operator's time or the repetition of the rental process in a self-service system (for centers with automated docks).

Pick-up and return of a classic bicycle (de) at I'Velo or partner stations

- a. In order to pick up a bicycle from one of the I'Velo Stations or partner stations based on the User Card, it is necessary to complete the following steps:
 - (i) the existence of a subscription-type service, One Pass associated or assigned to the card used
 - (ii) authentication at the control panel of the I'Velo or partner Station, by scanning the Card at the contactless reader and entering the PIN code;
 - (iii) selecting a classic bicycle available on the control panel of the respective Station;
 - (iv) waiting for the flashing light signals on the dock that indicate the release of the bike, they can be picked up within a range of up to 5-20 seconds

Returning bicycles to I'Velo or partner stations

- a. To return the bike, it is necessary to go through the following steps:
 - (i) identification of a free docking post at the Station where the return is desired (available pillars are signaled by green light);
 - (ii) positioning and fixing the bike in the freely chosen docking post. After fastening, the bike will be automatically locked, and the return will be considered made at the time of turning on the green LEDs.
 - (iii) optionally, after fixing the bike, you can authenticate to the control panel of the Station used, by scanning the Card at the contactless reader and entering the PIN code, to ensure that the rental session has been successfully completed. Alternatively, you can access Support Services to ensure that the end of the rental session has been properly recorded. In the event that the authentication to the control panel of the respective I'Velo Station has not been completed, the User has the obligation to contact the AGR Call Center.

Return of bicycles in case of breakdowns

- a. The user can return the bike, at no additional cost, within 10 minutes of pick-up, if they report a fault pre-existing to the initial pick-up. In such a situation it will be possible to take over a new bicycle.
- b. In the event of a return within 10 minutes of pick-up, the User will be able to report, through the Assistance Services, the functionalities in the Application or to the control panel of the I'Velo Station or the partner stations used, the finding of a malfunction and will be able to change the bicycle or give up the Rental Service. For the avoidance of doubt, changing the bicycle under these conditions will not apply in case of malfunctions caused by the User.

Consequences of non-return or delayed return of taken over bicycles and scooters

- a. In case of returning a classic or smart bicycle late, the User will have the obligation to bear additional costs as late penalties of 15 lei per hour of delay, as well as other possible sanctions as detailed in Annexes no. 1 and no. 2.
- b. In the case of bicycles and electric scooters, penalty rates will be applied after 24 hours, this being considered the maximum rental time. In the first 24 hours, the usage time will be calculated according to the communicated pay-per-use rates.

- c. The additional costs due as a result of the delays recorded will be indicated in the User Account.
- d. If the delay in returning or not returning any classic or electric bicycle or electric scooter is due to causes independent of the User's fault (e.g. lack of available docking places, defective positions, etc.), you have the possibility to request the collection of the bicycle or, as the case may be, the scooter, by a technical team or an additional interval until the delivery of the bicycle or, as the case may be, of the scooter at another Station or Center, by accessing the Assistance Services. In the absence of a request formulated in this way, you will bear the consequences arising from the delay in returning or not returning any bicycle or, as the case may be, scooters.

V. Renting parking spaces in BBOX secure car parks

A. Parking services – general provisions

AGR or its partners do not guarantee the safety and/or integrity of the goods stored by Users in BBox parking lots. Users have full responsibility for storing and securing bicycles/scooters by using means of locking and securing goods against their unauthorized extraction. Users are fully responsible for accessing the parking lots, accessing access and parking equipment, securing and correctly positioning racks and bicycles, closing the access door and ensuring its locking.

AGR and partners are not responsible for and do not assume any damages, damages or any losses that users may suffer as a result of defective use of the facilities offered by BBox parking lots, as a result of acts of vandalism or theft carried out by users or any other persons.

However, AGR and partners make every possible effort to prevent such situations and provide support to both users in identifying those who could commit such acts, by making available all the information held about the reported act, including access data, video images, etc.

- a. Users can benefit from secure Smart Parking Services by purchasing subscriptions or One Pass services or by using Pay per Use services. The purchase of subscriptions or vouchers can be made at rental centers, online or using the I'Velo mobile application. The use of the services can only be done through the mobile application.
- b. In the case of using partner parking services, the conditions of use may differ, the administrators of those services having the right and possibility to establish their own conditions of use. These conditions may influence the type of information requested at the time of accessing the services, the rights of users as well as the rates applied.
- c. Users can opt for:
 - (i) Subscriptions with a validity period:
 - monthly, quarterly, half-yearly and annual valid for a period of 30, 90, 180 or 365 days, from the date selected by the User;
 - (ii) permit One Pass:
 - valid for 24 hours of renting a parking space for a bicycle/scooter. It will be activated at the time of the start of the parking session.
 - (iii) Pay per Use service
 - valid for the time of renting a bicycle/scooter parking space. It will be activated at the time of the start of the parking session and the final price will be calculated according to the closing time of the session.

- d. Users cannot accumulate, for the same period, several types of active subscriptions. Purchased subscriptions cannot be changed. At the same time, the value of unused subscriptions cannot be requested, regardless of the reason.
- e. AGR and partners reserve the right to modify the above offer at any time under the conditions stipulated in these General Terms.
- f. In the [My Subscription] section of the User Account, you can consult, at any time, the general data regarding the validity period of the One Pass subscriptions or passes held, the Rental Services accessible or accessed, other costs associated with the subscriptions or passes held, accessed or available, as well as the rights and obligations of the Users related to each type of I'Velo Service.
- g. For the bicycle parking services offered by Ivelo partners, different conditions/tariffs for the use of the services will apply. These will be established by the project administrators/partners and apply exclusively to the services offered by them. Information on these rates can be obtained by accessing the following links:
 - (i) BBOX Team
 - (ii) BBOX Craiova
 - (iii) BBOX District 2 City Hall
 - (iv) BBOX District 3 City Hall

B. Parking and pick-up of bicycles/scooters – general provisions

- a. Your own bicycles/scooters can be parked in any BBox or partner parking lot, subject to the availability of parking spaces and operating hours. The rental of a parking space is subject to the acquisition of User Status, the use of the Application, the presentation of an identity document and the existence of a service (subscription, One Pass) previously purchased or assigned.
- b. The bicycle parking conditions, rights and obligations that apply at the time of parking are those displayed on the I'Velo Website or partner sites, in the Mobile Application or in the vicinity of BBox parking lots. Users must ensure that they have a clear understanding of the obligations and rights that apply to them at the time of using the service.
- c. For any doubts, additional information can be requested from the Call Center operators.
- d. As a general rule, users can park only one bicycle/scooter.
- e. As an exception, Users who have the capacity of legal representatives/persons who at a certain time exercise supervision of minors under the age of 14 may park bicycles/scooters both for personal use and for those minors. However, they remain fully responsible for the respective minors during the period of benefit from the Rental Services.
- f. Responsibility for the minor(s) shall include but not be limited to the responsibility for instructing the minor(s) on the use of parking, the use of equipment and, in general, the continuous supervision of the minor(s) and bicycles throughout the period of use of the I'Velo Services. The possibility of benefiting from Parking Services for minors under 14 years of age is limited to the provision of a maximum of 3 (three) parking spaces, one of which for the User's own use and 2 (two) for the use of two minors for which the User assumes responsibility.

C. Using the Bike/Scooter Parking App

a. Parking and pick-up of the bike/scooter (de) at the BBox car parks

Bicycle/scooter parking

- a) You will be able to access Parking Services using the App provided that you have a **subscription**, a **valid One Pass** on the date of parking your bike/scooter in BBox parking lots or by choosing the Pay-per-use service.
- b) The mobile application allows the person with the status of User to start parking the personal bicycle/scooter by scanning the QR code positioned next to the access door, followed by scanning the QR code next to the rack where the bicycle/scooter will be parked. On the App screen you will be shown the notification that the parking has been approved, started, the time elapsed, the time available, the costs related to the parking and the number of the chosen parking space. The user is obliged to secure his own bicycle/scooter by using his own anti-theft device that will be passed through the wheel/frame of the bicycle/scooter and the structure of the rack.
- c) The user will watch that the parking lot signals the blocking of the lock related to the access door and then check that it closes properly.
- d) If the User is unable or does not have the right to make this rental, an explanatory message will be presented on the screen of the Application. The user can request the support of the Call Center operators.

Bicycle/scooter pick-up

- a) The mobile application allows the person with User status to access the parking lot where they have stored a bicycle/scooter by scanning the QR code positioned next to the access door, followed by scanning the QR code next to the rack where they parked the bike/scooter. On the App screen you will be shown the notification that the parking has been completed, the time elapsed, the costs related to the parking and the number of the parking space used. The user is obliged to remove any own anti-theft device that has been used.
- b) The user will watch that the parking lot signals the blocking of the lock related to the access door and then check that it closes properly.
- c) Picking up your own bike/scooter and ending a parking session is done by extracting the bike from the used rack and scanning the QR code related to it. The termination of the rental session is signaled by a message displayed in the User Application interface.
- d) If, after the QR scan, for technical reasons the parking session is not completed, an active parking lot is still displayed in the Application, the User has the possibility to stop the ride, by pressing the [Stop] button on the Application screen following the instructions received.
- e) Attempting to defraud by deliberately keeping the bicycle/scooter in the parking rack, by providing false information or by negligence does not restrict the User's liability. In order to eliminate these situations, AGR can record and use video images taken from BBox parking lots, electronic monitoring and detection systems of the activities carried out in BBox parking lots and their proximity. At the same time, taking into account the opening hours, the User may request the support of the service staff or operators in the Call Center.

Extension of the parking period for bicycles/scooters

Bicycles parked on a monthly/annual subscription basis

- a) Users who have purchased a monthly/annual IVELO subscription benefit from unlimited parking for the entire duration of the subscription, in BBOX locations that have displayed the message "Free parking for IVELLO subscribers".
- b) In the BBOX parking lots owned or operated by the project partners, the rules established by the administrators of these parking lots will apply. The information will be presented in locations, on partner websites and in the mobile application at the time of use of the partner services.

- c) If the User does not request the extension of the rental time at the expiration of the subscription and does not pick up their own bicycle/scooter from the parking lot, additional costs will be applied (i.e. late fee).
- d) In case of a malfunction or impossibility to take over the bicycle/scooter in due time and the release of the related parking space, the User may request the bicycle to be taken over by AGR staff through the Assistance Services, provided that an additional fee detailed in the content of Annex no. 3.

Bicycles/scooters parked through ONE PASS

- a) The user can extend the period of use of the car park by purchasing a new One Pass before the expiry of the initial maximum interval. The number of such successive purchases of One Pass passes is unlimited.
- b) In case of a malfunction or impossibility to take over the bicycle/scooter in due time and the release of the related parking space, the User may request the bicycle to be taken over by AGR staff through the Assistance Services, provided that an additional fee detailed in the content of Annex no. 3.

Cancellation of the parking service in case of malfunctions/lack of space

- a) The user may cancel the parking service, at no additional cost, within 10 minutes from the moment of opening/accessing a BBox parking area, if he reports a pre-existing failure of the door closing system, problems related to the integrity of the structure, other security problems, lack of parking spaces or cleaning/hygiene problems.
- b) In the event of a cancellation within 10 minutes from the opening of the access door, the User will be able to report, through the Assistance Services, the functionalities of the Application the existence of a malfunction and/or exceptional situations and will be able to change the waiver of the Parking Service. For the avoidance of doubt, the waiver under these conditions shall not apply in the event of malfunctions caused by the User.

Consequences of not picking up or taking back bicycles or scooters late

- a) In case of late pick-up of his/her own bicycle/scooter, the User will have the obligation to bear additional costs as late payment penalties of 3 lei per hour of delay, as well as other possible sanctions as detailed in Annexes no. 1 and no. 2.
- b) The additional costs due as a result of the delays recorded will be indicated in the User Account.
- c) If the delay in picking up or not picking up one's own bicycle/scooter is due to causes independent of the User's fault (e.g. system/equipment failures/lack of electricity/access blockages, etc.), there is the possibility to request an additional interval free of charge by accessing the Support Services. In the absence of a request formulated in this way, you will bear the consequences arising from the delay in picking up or not picking up your personal bicycle/scooter.

VI. Payments

a. The possibility of benefiting from any Rental or Parking Services through the Application and/or the I'Velo Website or partner sites, implies the registration in the User Account, through the Application, of a valid debit bank card or a valid credit card, in order to use it to support Costs and possible Damages. Users can register several bank cards associated with the User Account.

- b. If the payment method on file is invalid or expired, or if the validation process cannot be completed for any reason, you will not acquire or, as the case may be, lose access to the Rental and/or Parking Services through the Application. In addition, AGR or partners may order the termination of the I'Velo Contract. The registration of the bank card indicated in the User Account represents your consent to the automatic performance of the payment of the Costs, including the Damages, as the case may be.
- c. All Costs/Damages will be paid automatically, and the payment will be made by using the bank card associated with the User Account, by EuroPayment Services SRL, an agreed partner of AGR and partners, which will act as an intermediary for collecting payments.
- d. In certain cases, in order to ensure the security of payments, you will be asked to authorize the payment by re-entering the password related to the User Account or using your fingerprint in the case of mobile terminals that have this facility.
- e. Upon confirmation of payment of the costs, you will be issued proof of payment in your User Account. AGR and partners reserve the right to determine, cancel and/or revise the Costs/Damages for all or part of the I'Velo or partner Services, at any time, at its sole discretion. AGR and partners will make reasonable efforts to inform you of the applicable Costs. In any case, you are responsible for bearing any Costs/Damages related to AGR Services and the partner services that you have benefited from or are about to benefit from, regardless of whether you knew about these Costs and their value.
- f. AGR and its partners reserve the right to request payment for the reasonable cost of any operations to remedy any Damages, collecting the payment, through EuroPayment Services SRL, as an agreed partner, by using the bank card registered in your User Account. These amounts cannot be refunded, unless AGR or partners decide otherwise.
- g. In the event that any payment operation cannot be made by using the bank card associated with the Account for any reason (e.g. lack of funds, technical failures) or, as the case may be, the Damages will be considered overdue and you will have the obligation to make the payment as soon as possible by using an alternative payment method, as follows:
 - i. by registering another bank card in the User Account;
 - ii. by paying by card or in cash at any of the I'Velo Centers or partners.
- h. The location of the I'Velo Stations, Centers and BBOX car parks as well as the partner ones can be consulted in the Application and on the I'Velo and partner websites at https://ivelo.ro/ <a href="https://ivelo.
- i. If you register any outstanding debts, you will not be able to benefit from Rental or Parking Services, any current subscription being considered suspended until the full payment of the outstanding additional costs.
- j. Upon confirmation of payment of any amounts, you will be issued proof of payment in your User Account.

VII. General rights and obligations of the user

- a. The User has the right to access any of the I'Velo Services or partner services exclusively for their own use. Exceptions are minors under the age of 14 for renting bicycles or parking spaces under the conditions detailed in the I'Velo General Terms and Conditions. In the latter case, the obligations below, incumbent on the User, shall be extended mutatis mutandis to the actions of minors under the age of 14 for whom he assumes responsibility.
- b. In such a situation, the User shall be solely and fully responsible for any and all consequences, complaints, demands, losses, taxes, fines, liabilities, injuries, costs,

- including costs of attorneys' fees and possible legal actions, of any nature, whether foreseeable or unforeseeable, known or unknown, direct or indirect.
- c. Any of the I'Velo or partner Services may involve the display of names, products, services, brands belonging to third parties. Access to the I'Velo Services may not be interpreted under any circumstances as granting Users a right over these names, products, services or trademarks.
- d. For the avoidance of doubt, you are informed that the following practices contravene these I'Velo General Terms and Conditions, being strictly prohibited:
 - reproducing, distributing, disseminating, transmitting, marketing, including in applications or derived web pages the Application, the I'Velo Website or partner websites or any of their components, for commercial purposes or using them in any other way that would contravene the General Terms;
 - ii. reproducing, distributing, transmitting any part of the Application or the I'Velo Website in any medium and by any means, in the absence of prior written consent from AGR;
 - iii. modifying or decompiling in any way the Application, the I'Velo Website or any part thereof;
 - iv. removal of copyright, trademark or other proprietary rights markings from the interface of the Application, from the I'Velo Website, from the I'Velo Centers, from the I'Velo Stations, BBox Parking Lots or from any of the goods made available by AGR or its partners or collaborators for the I'Velo Services;
 - v. determining or launching programs or scripts that scrape, index, analyze or perform any other data extraction operations from the Application or the I'Velo Website or relating to the I'Velo Services or that hinder or hinder the operation and/or functionality of the Application, the I'Velo Website or the I'Velo Services as well as the partner websites or services;
 - vi. accessing or attempting to access the User Account, the Application, the I'Velo Website or any I'Velo Services or partner websites and services in an unauthorized manner;
 - vii. the use or inclusion of any reference to the AGR name, logos, names of the I'Velo Services, trademarks or other intellectual property rights belonging to AGR or AGR's partners;
 - viii. the transport of passengers, bulky objects, dangerous substances, participation in races, subletting, as well as carrying out activities of a commercial or professional nature, for a fee or free of charge, including courier activities, home delivery or other activities similar to any bicycle or electric scooter taken from I'Velo Stations, I'Velo Centers, I'Velo Virtual Stations or partner stations and centers;
 - ix. the storage of any kind of objects, substances or equipment except bicycles or scooters, not being limited only to those listed, the subletting of the space, as well as the performance of activities of a commercial or professional nature, the use of charging equipment for other equipment except bicycles or personal scooters, such as electric cars, scooters or bicycle or scooter-type equipment belonging to companies that carry out the commercial activity of alternative mobility, the use of the infrastructure for the installation of banners/posters or other advertising equipment;
 - x. using the classic, smart bicycle or electric bicycle/scooter on unpaved roads (e.g. cobblestone, unpaved) or in any extreme purposes/modes (e.g. jumping over obstacles) that may affect its condition;
 - xi. storing more bicycles/scooters than allowed; incorrect storage of bicycles/scooters and blocking users' access to their stored belongings;
 - xii. accessing the I'Velo Services or partner services if you are in an inadequate physical or mental state. For the avoidance of doubt, at any time you pick up a bicycle or electric scooter as a result of accessing the Rental Services, you

- must be in a physical and mental state appropriate to travel with the chosen device;
- xiii. overloading the bicycle or electric scooter by imposing a total load, including the User's weight, greater than 100 kg;
- xiv. overloading the scooter by using it by more than one person at the same time;
- xv. the use of the classic, smart bicycle or electric bicycle/scooter during the time when the User carries out activities such as, but not limited to, telephone conversations, writing or reading text messages or press articles, accessing social platforms and other such activities that may distract attention from the safe driving of the bicycle or electric scooter with the most harmful consequences;
- xvi. in any case, the consumption of alcoholic beverages, narcotics or any substances with a hallucinogenic effect or potential effect will be considered incompatible with accessing the I'Velo Services;
- xvii. the use of the classic, smart bicycle and electric bicycle/scooter outside the area delimited in the Application and/or outside the designated territorial areas. Any exit from the area delimited by the Application will lead to the interruption of the operation of the bicycle and/or electric scooter;
- xviii. putting bicycles and/or electric scooters in water or using it in flooded areas, otherwise there is a risk of electrical failures;
 - xix. attempt to lock or store bicycles using their own bicycle security systems or in areas where AGR employees do not have access to take over the goods owned by AGR;
 - xx. attempt to close the race by incorrectly indicating the area where the classic, smart bicycle, or bicycles or electric scooters are located;
- xxi. attempt to close the rides made with electric bicycles outside the virtual parking lots delimited and presented in the mobile application;
- xxii. attempt to close the race by blocking or misleading the race security mechanisms;
- xxiii. any inappropriate or uncivilized conduct, including physical or verbal violence or any offensive, offensive, recalcitrant or abusive behavior towards the staff of the Rental Centers, technical staff, other Users, or towards any other person, in general;

Any Damages suffered by AGR as a result of non-compliance with the above will be borne exclusively by the User who has violated the respective provisions according to the legal provisions in force;

You have the right to request a refund of the value associated with the I'Velo Services that you have not benefited from, if you consider that AGR or partners violate or inadequately fulfill any of the obligations related to the quality assurance of the I'Velo or partner Services that you have benefited from. Any such request shall be made in writing to ivelo@greenrevolution.ro;

AGR and partners reserve the right not to refund the value of the I'Velo Services or the partner services as provided above if they consider that your request is unfounded/unproven;

- e. Each time you use the I'Velo or Partner Services, you are bound by the following obligations, without limitation:
 - the obligation to comply at all times with any and all applicable legal provisions, as well as with these I'Velo General Terms and Conditions;
 - ii. the obligation to act in good faith towards AGR, AGR's employees, partners or collaborators;

- iii. the obligation to refrain from any actions or inactions that may have as object or effect the uploading or downloading of data, information or materials that could constitute illegal, unfair content or potentially causing harm to any person;
- iv. the obligation to obtain any authorizations, permits, licenses that may be necessary to upload or download any data, information or materials or to benefit from the I'Velo Services;
- v. the obligation not to prejudice in any way the rights of other Users;
- vi. the obligation to use the bicycles or electric scooters made available as well as the parking spaces during the period in which you benefit from the Rental Services as if they were your own, as a good owner, in compliance with any usual rules of use, operating conditions, as well as any instructions for use brought to your attention in any way by AGR or by partners or collaborators;
- vii. the obligation to use bicycles or electric scooters as well as the equipment in the parking lots in safe conditions, without endangering at any time the health or physical and mental integrity of yourself or any other person or the integrity of any property;
- viii. the obligation to check, at low speed and with caution, taking into account all relevant external factors (e.g. weather conditions, condition of the road surface, traffic conditions, etc.) the condition of the taken bicycle or electric scooter, including parameters such as braking distance, speed, external appearance and any other operating parameters.
 - ix. the obligation to verify the correct positioning of the bicycles/scooters parked both in the stations and rental centers and in the secure parking spaces of their own bicycles.
 - x. the obligation to check the closing of the access door in secure parking lots as well as its blocking.
 - xi. the obligation to use the equipment provided with the utmost care, to carefully raise and lower the bicycles in the upper positions, so as to prevent the hanging, tearing or unbalancing of other parked bicycles.
- xii. the obligation to use the tools made available for adjusting one's own bicycles only for the stated purpose
- xiii. the obligation to comply with any regulations in force that may be incidental in relation to accessing the I'Velo or partner Services, including with regard to traffic on public roads or safety rules (by way of example and not limited to, GEO no. 195/2002 on traffic on public roads). In the event of a breach of any obligation incumbent on you, you will be solely liable.
- regulations, it is advisable to use at all times when using the bicycle or scooter protective equipment appropriate for the use of the device taken, including helmet, reflective vest, without a limitation to these. Any such protective equipment will need to be adapted appropriately to your body. Acceptance of the General Terms is equivalent to acknowledging and accepting the above, and AGR or partners will not be held responsible in any way for any negative consequences caused by non-compliance with these recommendations. For the avoidance of doubt, AGR and partners do not provide Users with such protective equipment, each User being fully responsible in this regard.

- xv. the obligation to permanently adapt the way bicycles or electric scooters are used to all relevant external factors (e.g. weather conditions, road conditions, traffic conditions, etc.);
- xvi. For your safety, AGR recommends that you do not use bicycles and electric scooters in case of bad weather conditions (e.g. in winter in snowy conditions, in rainy weather).
- xvii. the obligation not to dismantle, disassemble, decompose, disintegrate in whole or in part any bicycle and/or electric scooter made available during the period in which you benefit from the Rental Services, as well as any other goods owned by AGR or its partners or collaborators in any capacity;
- xviii. the obligation not to dismantle, disassemble, decompose, disintegrate in whole or in part any equipment made available during the period in which you benefit from Parking Services, as well as any other assets owned by AGR or its partners or collaborators in any capacity;
- xix. the obligation to report any malfunctions found with respect to any bicycle, bicycle/electric scooter or parking equipment used by accessing any of the Support Services. You have the obligation to comply exactly with the instructions received when registering the request. AGR will respond to such notifications within a reasonable time:
- xx. the obligation to ensure the return of any bicycle or electric bicycle/scooter taken over based on the Rental Services as well as the release of the equipment related to the parking lot on time and in the condition in which it was taken over, except for normal wear and tear;
- xxi. the obligation to access the I'Velo or partner Services exclusively for the User's personal use. The use of any I'Velo Service by other persons, on your behalf, is prohibited, unless AGR or partners have issued a prior written consent for such use. In the event that you allow or tolerate in any way the use of any I'Velo or Partners Service by any other person, in the absence of a prior written agreement from AGR or partners, you will remain personally and exclusively liable to AGR and partners;
- xxii. the obligation to personally report to the competent authorities any incidents (theft of a bicycle/electric scooter, destruction or damage to it or to rental or parking equipment, bodily injury, etc.) in which they have been involved while using the Rental Services;
- xxiii. the obligation not to transport, in any form and with no exception, a 2 (two) person on a bicycle or bicycle/electric scooter;
- xxiv. false or malicious reporting of malfunctions discovered in the use of the equipment may lead to temporary or permanent suspension of the right to use Ivelo services and/or the imposition of additional costs generated by the travel of the intervention teams and/or the performance of additional technical checks.
- f. AGR and partners will not be liable for any damage, of any nature, generated as a result of non-compliance with any of the above obligations or any of the legal obligations incumbent on the Users.
- g. The User remains responsible for any direct or indirect damages that may be incurred by AGR or any of its collaborators or partners as a result of the violation of the legislation in force and/or the I'Velo General Terms and Conditions and will guarantee, indemnify and hold AGR and its partners not liable for any possible damages, costs, fines that could be imputed to AGR and partners in connection with the User's use of the bicycle or electric scooter.

- h. AGR and partners draw attention to the fact that bicycles and electric scooters contain electrical components made specifically for these models, and any attempt to replace, repair, renew them affects their safety. The sale or purchase of such bicycles and electric scooters is strictly prohibited, being very dangerous for your safety and the safety of those around you.
- i. AGR and partners reserve the right, in case of violation of any provision of these I'Velo General Terms and Conditions by a User, to suspend the User's account according to section 15 below and, if the User has rented a bicycle or electric scooter, to interrupt its operation.

VIII. General rights and obligations of AGR

- a. The existence of any indications regarding the violation of any of the I'Velo General Terms and Conditions or any obligations incumbent on you gives AGR the right to restrict or even completely interrupt your access to any of the I'Velo Services or partner services, immediately and without any prior notice, including temporarily suspending your User Account, in the manner indicated in point 15 below [Temporary Suspension of the User Account], without limitation thereto.
- b. AGR owns all rights to the Application, the I'Velo Website, as well as any I'Velo Services equipment or devices. Their content (including all its perceptible or imperceptible components, including but not limited to codes, texts, images, graphical interface) falls under the provisions of Law no. 8/1996 on copyright and related rights, being subject to the protection regulated by these provisions, all rights being reserved, without any other notification or information being necessary in this regard.
- c. AGR reserves the exclusive right to suspend, withdraw or make any changes to the I'Velo Services at any time, without the need for prior notice or justification of such measure. For the avoidance of doubt, AGR may add, revise, modify or remove any modules, functions, parameters, operating features or settings of the I'Velo Services, as well as expand or restrict the number of I'Velo Centers or I'Velo Stations, at any time and without any prior justification.
- d. AGR partners own rights to use the Application, I'Velo partner sites, as well as equipment or devices purchased.
- e. AGR partners have the right to suspend or make changes to the I'Velo partner services, with prior notice to AGR and to the extent that they have the contractually established right to access tools specific to the desired actions. For the avoidance of doubt, AGR partners may add, revise, modify or remove modules, functions, parameters, operating characteristics or settings of the I'Velo partner Services to which they have access, in compliance with the indicated procedures, as well as expand or restrict the number of Partner Centers or Stations, at any time and without any prior justification.
- AGR reserves the right to verify, at any time, the fulfillment of the conditions for you to benefit from the requested I'Velo Services.

IX. AGR's liability

- a. AGR does not guarantee the compatibility of the Application, the I'Velo Website or any other I'Velo Services with any hardware equipment or device.
- b. AGR and/or its partners or collaborators cannot be held responsible for the compatibility of the Application or the I'Velo Website with the settings of the User's device through which they are downloaded, accessed, installed and/or used.
- c. AGR or its partners shall not be liable for any data, information or materials downloaded or uploaded by you through the User Account, which may be destroyed, lost or deleted

- as a result of the uninstallation or deactivation of the Application, the suspension of the User Account or the termination of the I'Velo Agreement.
- d. AGR and partners make every effort to remedy any possible errors in relation to the operation of the I'Velo or partner Services and the permanent review of the functions and operating parameters.
- e. At the same time, AGR and partners make every effort to ensure that accessing the I'Velo Services and, in particular, downloading the Application or accessing the I'Velo Website and partner websites do not have the potential to generate cyber dangers, through the use of advanced antivirus technologies. It is advisable to use antivirus software when downloading and using the Application, as well as when accessing the I'Velo Website or partner websites. AGR and its partners are not responsible for any loss, damage or destruction caused to your data or devices arising from downloading, installing or using the Application or accessing the I'Velo Website or partner websites.
- f. For the avoidance of doubt, AGR and/or its partners or collaborators cannot be obliged to bear any direct or indirect, foreseeable or unforeseeable damages that may be suffered by you personally or by third parties in any way by accessing the I'Velo Services or partner services.
- g. In particular, AGR and/or its partners or collaborators are not liable in any way for:
 - i. destruction, loss or damage due to content downloaded, stored or shared by downloading and installing the Application or accessing the I'Velo Website or partner websites;
 - ii. interruptions, malfunctions or difficulties encountered during the installation, use or uninstallation of the Application or accessing the I'Velo Website or partner websites;
 - iii. disrupting in any way the operation of any systems by using the Application or accessing the I'Velo Website or partner websites;
 - iv. transmitting any programs or components that could harm the Users, including computer viruses;
 - v. destruction, loss or damage that could be avoided with minimal diligence of the User;
 - vi. loss, interruption, destruction that is not directly related to the downloading, installation or use of the Application or access to any of the I'Velo or partner Services and that cannot reasonably be under the control of AGR or its partners;
 - vii. interruptions, malfunctions or difficulties encountered while accessing the I'Velo or partner Services, including during the payment related to any I'Velo or partner Services.
- h. The Application, the I'Velo Website, as well as any other I'Velo or partner Services, may include accessing, sending and downloading content provided by web pages belonging to third parties considered by AGR and useful partners in connection with the I'Velo Services and partner services and which are not under their control or guidance.
- i. In the event of the use of such links or references, the general terms and conditions of use applicable to the respective websites shall apply. For the avoidance of doubt, AGR and partners do not guarantee in any way the accuracy or timeliness of the information presented on the web pages to which reference is made through the Application, the I'Velo Website or through other I'Velo or partner Services. Access to, submission or downloading of content provided by other websites may not be construed as an endorsement by AGR or its partners of the content of that website or of the products or services provided or promoted through it.
- j. AGR and partners make every effort to maintain and repair the fleets of bicycles and electric scooters as well as the equipment for parking lots - equipment made available within the Rental and Parking Service, as well as all the diligence to remedy any possible errors in relation to the operation of the BBOX Centers, Stations and Parking Lots as well

as the partner ones and the permanent review of the functions and facilities offered in connection with the Rental and Parking Services.

- k. However, AGR and partners are not liable in any way for or in connection with:
 - i. using your bicycle or electric scooter in a way that is contrary to your safety or that of others, or in breach of any obligation's incumbent on you:
 - ii. injury, material or any other damage caused by you to any person or property during the use of the I'Velo Services or partner services;
 - iii. loss, theft, damage, destruction of bicycles/personal scooters parked in BBOX parking lots that are recorded as a result of non-compliant use of parking lots, equipment, non-compliance with imposed security rules, acts of vandalism or actions deliberately taken by certain users, events that cannot reasonably be under the control of AGR;
 - iv. accessing the I'Velo or partner Services in an unauthorized manner or violating the I'Velo General Terms and Conditions.
- l. Any defects, malfunctions or damages found must be immediately brought to the attention of AGR or its partners by returning the respective bicycle or electric scooter to any Station or Center or by indicating them in the mobile application within a period of [10 minutes] from the moment of pick-up or the start of a parking session.
- m. In case of failure to return the bicycle or electric scooter within this period or failure to give up the parking service, it is presumed that the bicycle/scooter or parking space has been taken over/taken over in normal working condition, without any apparent defects or malfunctions and, therefore, the customer will be responsible for any such apparent defects or malfunctions found later.
- n. In any case, in the event of finding defects, malfunctions or damages caused intentionally by the User or due to his fault during use, the subsequent takeover of a new bicycle / scooter or parking space is subject to obtaining the User's agreement to bear the equivalent value of the Damages thus found.
- o. The user is solely responsible for the use of any bicycle, electric scooter or parking equipment.
- p. AGR and its partners shall not be liable in any way for services made available by its partners (such as, but not limited to, EuroPayment Services SRL, as a provider of the direct debit payment service). In the event that the User experiences any kind of shortcomings or is caused any kind of damage by parties that are third parties to these I'Velo General Terms and Conditions, the User releases AGR and its partners from any liability and expressly and completely waives any right of action/complaint/claim against AGR, and will take the necessary steps directly and exclusively against the respective third party.

X. Availability of I'Velo services

- a. AGR and partners make every effort to ensure the availability of the I'Velo or partner Services for you.
- b. However, the availability of certain I'Velo or partner Services may be affected by, but not limited to, the following circumstances:
 - i. Limitations related to the size of the fleet of bicycles, electric scooters, parking infrastructure:
 - the possibility to access the Rental or Parking Services will be made within the limit of the available existing at the Station, Center or Parking respectively at the time of receipt by AGR or

- partners of your request. AGR and partners do not guarantee the continuous availability of bicycles, electric scooters or parking spaces, nor the maintenance of a minimum or constant number of bicycles, scooters and parking spaces available.
- 2. if you find that there are no bicycles, electric scooters or parking spaces available, you can access any of the Support Services to find out at which other Stations, Centers or Parking there are devices available or access the Station, Center or Parking icon in the App.

ii. Program Limitations:

- 1. the pick-up and return of bicycles or electric scooters to any of the I'Velo Centers or partners is subject to compliance with the work schedule at the respective Center. The applicable working hours will be the one displayed at the respective Center, on the I'Velo or partner Website as well as in the Application.
- 2. Assistance services are available from Monday to Sunday, between [10:00 22:00] in the months of March October and between [10:00 18:00] in the months of November February, except for public holidays. Requests made within the Support Services will be resolved, in principle, in the order of registration. AGR and partners reserve the right to prioritize registered requests in another way, without any justification being necessary.

iii. Limitations related to seasonal characteristics:

- 1. I'Velo services are valid for the entire calendar year, except for the Rental Services carried out through the I'Velo Centers which are available, in principle, between April and October. Depending on objective factors, AGR reserves the right to determine the concrete availability of the Rental Services in other periods.
- iv. Project partners may set different operating periods.
- v. limitations related to extreme weather conditions (the minimum temperature at which a bicycle/electric scooter can operate is -10 degrees, and the maximum is 45 degrees) that could limit access to I'Velo or partner services or other unforeseen circumstances
- vi. the activity of AGR and its partners and, consequently, the availability of the I'Velo Services or partner services may be affected by unforeseen events that are not under the control of AGR or its partners. For this reason, AGR and partners do not guarantee the continuous availability of the I'Velo Services.
- vii. Limitations related to the need to carry out overhaul, maintenance, repair or other similar works:
 - Certain overhaul, maintenance, repair or other similar works are periodically necessary to ensure the functioning of the I'Velo and partner Services and may temporarily affect the availability of certain Services. AGR and partners are making every effort to ensure the resumption of I'Velo and partner services as soon as possible.
- viii. limitations related to carrying out municipal works, repairs, modernizations.
 - 1. the activity of AGR and its partners and, consequently, the availability of I'Velo Services or partner services in certain locations may be affected by carrying out municipal works,

- repairs in that area. AGR and partners will make every effort to ensure the resumption of I'Velo Services as soon as possible.
- ix. limitations related to legislative changes or decisions of public authorities
 - the activity of AGR and its partners and, consequently, the availability of I'Velo Services and partner services may be affected by legislative changes or decisions of public authorities. In this case, AGR and partners will notify all Users of them and will not be held liable in any way to the Users.
- x. limitations related to public events, street demonstrations
 - 1. AGR and its partners' activity, consequently, the availability of the I'Velo Services or partner services may be affected by the organization or appearance of public events or public manifestations. In these cases, AGR and partners will not be held liable in any way to the Users.
- xi. decision of AGR or its partners to withdraw or suspend the I'Velo Services or partner services
 - in objective situations, AGR or partners will notify all Users if they decide/decide to withdraw or suspend the I'Velo Services or partner services and will not be held liable in any way to the Users.

XI. Unauthorized access to the user account

- a. You are obliged to take all necessary measures to ensure the confidentiality of your User Account and the associated password and to prevent any unauthorized use of your User Account and to immediately bring to the attention of AGR or its partners any unauthorized uses.
- b. In the event that any of the data registered in the User Account, including the password associated with it, telephone number or bank card data, have been lost or if you have lost control of them for any reason, please inform AGR or partners as soon as possible, by using any of the available Support Services.
- c. For the avoidance of doubt, AGR or its partners shall not be liable in any way for direct or indirect damages that may result from or in connection with the failure to transmit or delay the information indicated in lit. (a) above.

XII. I'Velo Card

- a. The I'Velo card or partner card is unique, personal and non-transferable to other persons, and can be used to benefit from I'Velo Services or partner services, exclusively in your own name.
- b. The I'Velo card or partner cards do not offer geo-location services.
- c. The I'Velo card or partner cards have certain limitations in the use of the I'Velo Services or partner services, which derive from the technical specifications of the equipment. Thus, the use of electric bicycles or scooters requires a scan of a QR code, which cannot be done through the I'Velo Card or partner cards.

XIII. Bonus points, promo codes or other benefits

- a. At its sole discretion, AGR or partners may decide to award bonus points ("Bonus Points") or create promotional codes ("Promotional Codes") that can be converted into credit for I'Velo Services or partner services, as well as other options or benefits associated with the Services, with the application of any additional conditions that AGR or partners will impose for each such benefit.
- b. As for the Bonus Points, it is granted for the involvement of Users in campaigns that encourage ecological and eco-civic behavior, under the conditions signaled by AGR or partners at the time of implementing a system for granting Bonus Points.

XIV. User-Provided Content

- a. At its sole discretion, AGR or its partners may periodically allow you to transmit, upload, publish or make available to AGR or its partners, through the Application or User Account, content and information in text, audio and/or visual format, including comments and opinions about the I'Velo or partner Services, the submission of support requests and the entry into competitions, campaigns and promotions or data regarding the I'Velo Project or the use of the I'Velo or partner Services ("Provided Content").
- b. For Content Provided to AGR or partners as a User, you grant to AGR or its partners a worldwide, perpetual, irrevocable, transferable, royalty-free, sub-licensable license to use, copy, modify, create derivative works from, distribute, publish and exploit in any way the Content Provided in all forms and on all distribution channels now known or hereafter created, without any further formality being required.
- c. You must not transmit Provided Content that is denigrating, libelous, obscene, pornographic, violent, offensive, hateful, whether protected by law or not. AGR or its partners reserve the right to review, monitor, delete, remove or notify the competent authorities regarding the Content Provided, in its sole discretion, at any time and without any prior notice.

XV. Suspending the user account

- a. Your User Account may be temporarily suspended, at the initiative of AGR or its partners upon suspicion of violation or finding of violation of any of these General Terms or of any obligation incumbent on you under the law, without prior notification from AGR or partners.
- b. Failure to pay any Costs will result in the automatic temporary suspension of your User Account, without prior notification from AGR or partners.
- c. Your User account may be temporarily suspended, at the initiative of AGR or its partners, for objective reasons that are not attributable to AGR or its partners (e.g. changes in legislation).
- d. The suspension of the User Account will imply, implicitly, the suspension of access to the I'Velo Services or partner services.

XVI. I'Velo website – Partner sites

a. The I'Velo General Terms and Conditions also define the conditions of use of the i'Velo Website and partner websites by potential visitors or Users. Accessing and browsing the I'Velo Website or partner websites (as well as using the Application and, in general, accessing any I'Velo Services or partner services) represents the full and unconditional acceptance of these I'Velo General Terms and Conditions.

- b. The content and design of the I'Velo Site as well as of the partner sites, including its design and user experience as well as the databases accessible through it, are the property of AGR and are protected by the Romanian legislation in force regarding copyright and related rights. AGR partners own the right of use as well as other rights of modification, improvement that are stipulated in commercial contracts or partnerships.
- c. AGR reserves the right to modify the content and/or structure of the I'Velo Website at any time and without any prior notice in this regard.
- d. AGR Partners reserve the right to modify the content and/or structure of the partner sites with prior notice of the intention to modify and in compliance with the established duties and procedures, within the limits of the contractual agreements in force.
- e. You are forbidden to:
 - i. to redistribute, sell, decompile, disassemble the software applications contained by the I'Velo Site or partner sites;
 - ii. copying, modifying, displaying, distributing, transmitting, publishing, commercializing, licensing, creating derivative materials or using the content of the I'Velo Site or partner sites for any purpose without written confirmation from AGR or partners.
- f. The information on the I'Velo Site or partner sites is made available to users free of charge, and AGR or partners assume no responsibility for any damages caused by the use of the Sites, including, but not limited to:
 - i. any interruption in the operation of the I'Velo Site or its partners;
 - ii. affecting any other systems through the use of the I'Velo Site or partner sites;
 - iii. the absence of viruses or other components that could harm the Users.
- g. All the information presented on the I'Velo Website and the partner websites is presented for information purposes only and cannot engage the liability of AGR or its partners in the absence of access to the Rental Services.
- h. Any personal data collected through the I'Velo Website and partner websites will be subject to the Information Note on the processing of personal data.
- i. If the I'Velo Website or the partner websites contain any links/references to other websites, in case of using these links or references, the general conditions of use corresponding to those websites will apply, and AGR or partners will not be held liable for any damages caused by them.

XVII. Processing of personal data

a. The processing of the Users' personal data, in connection with the installation and use of the Application, the I'Velo and partner websites and the access to the I'Velo and partner services, will be carried out for the purposes and for the duration provided in the Information Note on the processing of personal data available [=].

XVIII. Termination of the I'Velo contract

- a. The I'Velo contract can be terminated by:
 - i. the agreement between AGR or partner and the User;
 - ii. unilateral withdrawal of the I'Velo Services by AGR or partners;
 - iii. termination by operation of law, without formal notice, without granting a grace period, without the intervention of the courts and without fulfilling any other formality, at the initiative of AGR or its partners, with the effect of inactivating

the User Account and, implicitly, of access to the I'Velo Services or partner services, by AGR or partners, in the following cases:

- 1. in case you adopt any inappropriate or uncivilized conduct, including physical or verbal violence or any offensive, offensive, recalcitrant or abusive behavior towards AGR, partners, other Users, AGR staff or partners' staff or towards any other person, in general, that harms or may damage the image of AGR, its partners and the availability of the I'Velo Services or its partners; or
- 2. to the violation of any of the I'Velo General Terms and Conditions, including additional terms specific to the I'Velo Services or partners accessed by;
- 3. if more than 2 (two) years have passed since the last call to the Rental Services. In the latter case, you will be notified 5 (five) days before the expiration of the duration regarding the inactivation of the User Account, and to the extent that you do not log in to the User Account until the expiration of this period, it will be automatically inactivated;
- iv. termination by you, without observing a notice period, upon written notice to AGR or partners, in the event that AGR or partners breaches or improperly fulfills any of its obligations related to the quality assurance of the I'Velo or partner Services.
- b. The termination of the I'Velo Contract will not affect your obligations due on the date of termination.

XIX. Applicable law

a. These I'Velo General Terms and Conditions are governed by and are to be interpreted in accordance with Romanian law.

XX. Litigation

- a. In case of disputes, claims, disputes or other similar arising from these I'Velo General Terms and Conditions or from accessing any I'Velo or partner Services, the User, AGR or partners will try to reach an amicable resolution of them. This provision shall in no case be interpreted as a restriction/conditioning (not even temporary) of the right of AGR, its partners or the User to appeal directly to the competent courts, without the need for proof of the attempt at an amicable settlement of the dispute.
- b. If an amicable solution cannot be reached, in the event that AGR or partners and the User have opted for this approach, the dispute will be submitted and resolved by the competent Romanian court. Both AGR, the partners and the User have the possibility, even if an attempt at an amicable settlement of the dispute has been initiated, to appeal at any time directly to the competent courts, without the need to complete the attempt at an amicable settlement of the dispute.

XXI. Various

a. The nullity or inapplicability of any provision of these I'Velo General Terms and Conditions will not affect the validity or applicability of the other provisions, which will

- remain applicable and will continue to produce effects. In the event of a finding of such nullity or inapplicability, AGR or the partners will replace the null or unenforceable provision with another provision that best corresponds to the original intention.
- b. Failure or delay by AGR or its partners in applying any provision of these I'Velo General Terms and Conditions shall not constitute a waiver of that provision or a waiver of its application.
- c. These I'Velo General Terms and Conditions set forth the entire understanding and agreement between AGR, partners and you regarding your access to the I'Velo Services or partner services and will supersede any prior promises, agreements, statements or assumptions, whether made orally or in writing, between AGR or partners and you regarding the subject matter of these I'Velo General Terms and Conditions.

XXII. Subsequent changes and revisions

- a. AGR or partners may modify the I'Velo General Terms and Conditions at any time. Such changes will be made public by updating them on the I'Velo Website, on the App partner sites and in physical format, at the I'Velo Centers or partners and will constitute a modification of the I'Velo Contract. Your continued access to the I'Velo or Partner Services will be deemed your acceptance of the updated version.
- b. The modification of the I'Velo General Terms and Conditions will take effect vis-à-vis you from the moment it has been made public by the means mentioned above.
- c. AGR and partners make every effort to ensure that each service offers benefits from a comprehensive description of all the elements concerning that service. However, AGR or its partners do not guarantee that the elements set out in these I'Velo General Terms and Conditions are complete, revised, free of any errors and satisfactory for all Users. Therefore, AGR reserves the right to periodically supplement/modify/revise these I'Velo General Terms and Conditions, without any reason.
- d. It is also the responsibility of the User that, whenever he/she considers that any of the elements presented in these General Terms and Conditions of I'Velo are not sufficiently detailed presented, are not sufficiently clearly expressed, etc., to request the necessary clarifications from AGR or partners. In the absence of such requests for clarification, AGR or its partners will assume, in good faith, that the User has all the necessary information and is aware of all the obligations incumbent on him and/or all the actions that he/she must/is recommended to take in order to avoid any risks to his/her health or life and that of other road users, of any material and/or any other damage, in which case the User is solely and fully liable for any consequences of using the I'Velo Services or partner services.

[] I declare that I have reached the age of 16.
[] I declare that I have read the provisions of the General Terms and that I agree to conclude the I'Velo Contract under the conditions specified in these General Terms. For clarity, I declare that I agree to the debiting of the bank card indicated in the User Account for the Costs related to the Rental Services that I will benefit from.
[] "By checking this option you agree to the validation by Orange of your subscriber quality in accordance with T&C I'Velo, each time you access the application"

XXIII. Annex no. 1

I'Velo classic and smart bicycle parts price list:

a. If, as a result of the use of the I'Velo Services or partner services, defects are found due to the use of the bicycle (other than normal wear and tear), the User will have the obligation to immediately pay the value of the spare parts necessary for the proper functioning of the bicycle, as follows:

Room: -20 leiRubber: -30 leiBrake lever: -20 lei

Aluminum pedals: 25 lei

• Rear wheel with hub Nexus 3: 480 lei

• Gear shifter: -60 lei

Front wheel with hub for dynamo: 300 lei

• Front wheel without dynamo: 60 lei

• Rear wheel: 75 lei

Jack: 25 lei
Saddle: 40 lei
Ghidon: -50 lei
Double jack: 75 lei
Plastic guards: 150 lei
Chain guard: - 40 lei

Anti-theft chain lock: 35 lei
Front/rear wing: 20 lei
3-speed rear hub: - 300 lei

• Fork: – 100 lei

Total damage / theft of the bicycle model 2019: 1300 lei

Total damage / theft of the bicycle model 2019 - 2022: – 3000 lei

- b. If you are unable to return the bike to an I'Velo or partner Center or Station, we can offer a bicycle pick-up service for a fee, for the following rates:
 - i. at a maximum distance of 5 km from the nearest Center/Station 30 lei/intervention + the cost of spare parts (if applicable);
 - ii. at a maximum distance of 10 km from the nearest Center/Station 50 lei/intervention + the cost of spare parts (if applicable);
 - iii. at a distance of over 10 km from the nearest Center/Station 100 lei/intervention + the cost of spare parts (if applicable).
- c. In the event that you do not respect the rental time allocated to your trip, in the first 24 hours you will owe and pay AGR or partners a late fee of 20 Ron per hour. The rate of 20 lei will be calculated and due in full for each hour starting with the first minute of each hour of delay (for example, a delay of 1 hour and 1-minute entails the payment of a late fee of 20 lei).
- d. In the event that the failure to comply with the rental time is not due to simple negligence, but is due to a serious fault / intention of the User (such as, but not limited to, the situation of locking the bicycle using any device and location other than the I'Velo Centers and/ or Stations or partners for the preservation of quick and easy access to the bicycle), AGR, the partner and the User, by concluding the I'Velo Contract, predetermines the Damage suffered to the amount of 3000 lei

- e. If the bike is not returned within 24 hours from the start of the penalties (as described in the section above), the action will be considered theft/breach of trust and AGR or partners reserve the right to initiate the necessary procedures for reporting to the competent bodies, as well as for recovering the damage. In this situation, AGR or partners and the User, by concluding the I'Velo Contract, predetermine the Damage to the equivalent value of a bicycle (related to its purchase price), respectively to the amount of -3000 lei (penalty clause according to the provisions of the Civil Code of Romania), to which will be added, as the case may be, any additional costs incurred by AGR or partners in order to recover it.
- f. The nature of the penalty clause is agreed by the User, AGR or partners and with regard to the other costs mentioned in this Annex no. 1.

XXIV. Annex no. 2

I'Velo bicycle and electric scooter parts price list:

- a. If, as a result of the use of the I'Velo Services, malfunctions are found due to the use of the bicycle and the electric scooter (other than normal wear and tear), the User will have the obligation to immediately pay the value of the spare parts necessary for the proper functioning of the electric scooter, as follows:
- Electric motor + wheel 500 lei
- Electric motor + rear wheel for electric bicycles -1500 lei
- Scooter rear wheel 200 lei
- Bicycle front wheel 300 lei
- Plastic scooter display case 50 lei
- Display system 200 lei
- Front Light 70 lei
- Jack 100 lei
- Scooter frame 280 lei
- Accelerator/brake lever 100 lei
- Rear wheel guard 140 lei
- Fork 300 lei
- Metal clamping flange 130 lei
- Handlebar grips / piece 80 lei
- Front wheel fender 100 lei
- Electric scooter (in full, in the event that AGR finds that the repair works for the recommissioning are not possible): 2800 lei
- Electric bicycle (in full, in the event that AGR finds that the repair works for the recommissioning are not possible): 8000 lei
- b. If you are unable to return your bicycle or electric scooter to a Center, I'Velo Station or partners, we can offer an electric scooter pick-up service for a fee, for the following rates:
 - i. at a maximum distance of 5 km from the nearest Center/Station 30 lei/intervention + the cost of spare parts (if applicable);
 - ii. at a maximum distance of 10 km from the nearest Center/Station 50 lei/intervention + the cost of spare parts (if applicable);
 - iii. at a distance of over 10 km from the nearest Center/Station 100 lei/intervention + the cost of spare parts (if applicable).
- c. In the event that you do not comply with the rental time allocated to your ride, in the first 24 hours you will owe and pay AGR a delay fee calculated according to the pay per use rates set by AGR or partners and displayed in the user application. The total amount due to the delay cannot exceed the value of the bicycle or scooter.
- d. In the event that the failure to comply with the rental time is not due to simple negligence, but is due to a serious fault / intention of the User (such as, but not limited to, the situation of blocking the bicycle / electric scooter using any other device and location than the I'Velo Centers and/ or Stations or the partner ones for the preservation of quick and easy access to it), AGR or partners and the User, by

- concluding the I'Velo Contract, predetermines the Damage suffered by AGR to the amount of 2800 lei for an electric scooter and 8000 lei for an electric bicycle.
- e. If the bicycle or electric scooter is not returned within 24 hours from the start of the penalties (as described in the section above), the action will be considered theft/breach of trust and AGR or partners reserve the right to initiate the necessary procedures for reporting to the competent bodies, as well as for recovering the damage. In this situation, AGR or partners and the User, by concluding the I'Velo Contract, predetermine the Damage to the equivalent of 2800 lei for a scooter and 8000 lei for an electric bicycle (penalty clause according to the provisions of the Civil Code of Romania), to which will be added, as the case may be, any additional costs incurred by AGR or partners in order to recover it.
- f. The nature of the penalty clause is agreed by the User, AGR and partners also with regard to the other costs mentioned in this Annex no. 2.

XXV. Annex no. 3

BBox station and parking parts price list:

- a. If, as a result of the use of the I'Velo Services or partner services, malfunctions are found due to the use of the parking equipment (other than normal wear and tear), the User will have the obligation to immediately pay the value of the spare parts necessary for the proper functioning of the parking systems, as follows:
 - CapaCity Rack 1 position 889 lei
 - Fourchet Rack 8 positions 2700 lei
 - Door lock -1500 lei
 - Dock lock 1500 lei
 - Video camera 800 lei
 - Air sensor 500 lei
 - Light boxes/led strips -1200 lei
 - Display system 600 lei
- b. If you are unable to pick up your own bicycle/scooter from a BBOX car park, we can offer a pick-up service for a fee, for the following rates:
 - at a maximum distance of 5 km from the place of delivery indicated by the customer – 30 lei transport + 20 lei the cost of cutting the locking system (if applicable);
 - ii. at a maximum distance of 10 km from the delivery indicated by the customer 50 lei transport + 20 lei the cost of cutting the locking system (if applicable);
 - iii. at a distance of more than 10 km from the delivery indicated by the customer 100 lei transport + 20 lei the cost of cutting the spare parts locking system (if applicable).
- c. In the event that you do not respect the parking time, in the first 24 hours you will owe and pay AGR a late fee of 3 lei per hour. The rate of 3 lei will be calculated and due in full for each hour starting with the first minute of each hour of delay.

- d. The bicycle/scooter will be considered abandoned if the storage period exceeds 7 days and the user does not respond to written requests to remove the parked property. Removal requests will be made by sending written telephone messages (SMS) and emails to the number and address provided by the client.
- e. In the event that the failure to comply with the parking time is not due to simple negligence, but is due to a serious fault/intention of the User (such as, but not limited to, the situation of blocking a parking space using any other device), AGR or partners and the User, by concluding the I'Velo Contract, predetermine the possibility that AGR or partners may lift/remove equipment that is illegally parked or that prevents the proper use of the parking lot.
- f. The deadline available for picking up an illegally parked property is 7 days. At the end of the 7 days AGR or partners will pick up the illegally stored property by removing the blocking elements by cutting. AGR or partners will not be responsible for the costs related to the destruction of the bicycle locking/securing system. The illegally parked asset will be transported and stored at the AGR warehouse located in Popești Leordeni, Drumul Fermei 28 or at the offices indicated by the partners on the partner websites.
- g. The recovery of the removed property will be possible only after paying a fee for the 7 days of parking a fee of 500 lei.
- h. If the user does not claim the bicycle within 30 days from the date of its storage AGR or its partners reserve the right to recover the amount due by capitalizing on the bicycle/scooter at the market price.